

UCB-POR Workshop
January 27–28, 2009
Constellation Energy Group Offices, Chicago
Meeting Notes

ComEd UCB/POR Draft Tariffs

- Reserve right to disconnect for unpaid purchased receivables.
- 18 day provision (switching).
- 8 day rescind.
- Includes rescind process language.
- Rider PORCB (Purchase of Receivables with Consolidated Billing)
 - Availability – states 24 months after ICC approval. (2012?)
 - POR application period (true – up period)
 - 24-month cycle for each period.
 - Initial period extends for 36 months.
 - Purchase of receivables formula discussion.
 - (See tariff hand-out sheets for calculation)
 - 10-year amortization period.
 - Flat rate additional monthly charge of \$0.60 per bill for 10 years.
 - ⊗ For development & implementation costs.
 - Bad debt numbers will be updated in discount rate every year but rate case formula will be used. (Numbers updated annually, applied to discount rate based on initial or ongoing periods (36, 24).
 - Rider UF updated for 2 items
 - ⊗ RES impact to UCB/POR
 - ⊗ Supply piece updated annually
- Rider RCA (Retail Customer Assessments)
 - Purchase of Receivable Adjustment.
 - Starts at zero.
 - No over or under recovery.
 - See formula in tariff.
 - Consolidated Billing Adjustment
 - Starts at a number greater than zero.
 - Part of the customer charge.
 - Catch up of what didn't happen in Rider PORCB.

SBWG Issues

- # 64 - Budget billing for SBO customers.
 - Ameren - accept DSAR, remove electric point from budget, forces review for all budget billing services.
- # 67 – Use of EDI 824 with bill-ready.

- Discussion of uses.
 - Closure.
- # 073 – Negative payment amounts on UCB/POR 820
 - Ameren, if negative exceeds positive for 5 days, will be handled manually.
 - ComEd, will be 1 day.
- # 072 – Cancel/Rebills & Cancel/rebills for RESs no longer doing business in Ameren service territory.
 - What is happening in the industry?
 - Sometimes agreed upon cut-off period – suggest 2-year limit.
 - Sometimes utilities just don't send 867 to previous RES.
 - Settlement issues with MISO?
 - On rate ready it's imperative to rebill.
 - ⊗ 280 rules – 1 year non-res, 2 year residential.
 - Ameren will use 280 cancel/rebill rules and send transactions to former RES.
- RESs that go out of business.
 - Has not happened to Ameren.
 - ComEd has experienced.
 - Graceful & other exits.
 - Includes situations where one RES purchases another RES.
 - The EDI transaction would be sent to the new RES.
 - New RES could be assigned old RES id numbers for transactions.
- RESs that discontinue SBO/RR/BR billing options.
 - What happens with 810?
 - Change to dual if no longer SBO.
 - Exelon has some examples to share.

Ameren Switch Letter

- Will update with Dominion and MidAmerican comments. (Torsten to resend.)
- Ameren needs input for system build.

Ameren Project Update

- May 11, 2009 – EDI testing start date.
 - Pilot group first.
 - EDI and RES portal testing
 - Timeline will be developed & issued for distribution to RES'.
- June 15, 2009 – MISO deadline for September 1, 2009 participation.
 - Minimum 1 CP Node.
- Build underway.
- Organizational impact underway.

- Communication materials under development.

ORMD Strawman

- Sales agents
 - Exclusive focus
 - Requires toll-free #
- Do not contact list
 - From Natural Gas legislation
 - Also includes customer's name, address & phone #.
 - Is it used for marketing purposes only?
 - What about agents requesting customers being placed on Do Not Call List?
 - Could be a competitive barrier if agents are allowed to add customer to "do not contact" list.
- Customer Authorization
 - Change title to: Records Retention and Availability
- In-Person Marketing
 - Need leave-behind disclosure for in-person marketing at point of sale.
 - Point of sale clarification should be incorporated in this section.
 - Suggest removing "marketing database" language & include supplier "do not contact" list language.
- Telemarketing
 - Recommend clarifying outbound
- Direct Mail
 - Change language to denote "if" a written letter of authorization issued ...
- On-line Marketing
 - Distinction between solicited & unsolicited on-line marketing needed.
 - Can request utility name & usage from customer.
 - Refer to uniform disclosure statement.

January 28, 2009 Discussion

Uniform Disclosure Statement

- Goal – same information no matter if in-person, telemarketing, or on-line.
- No more than 2 pages.
 - 12 pt font.
- Dominion – Concern about redundancy, some items will be included in terms & conditions.

- Concern about #11 – statement that supplier is an independent seller of electricity.
- Do all items have to be part of a contract?
 - What about Q & A?
 - What about an offer letter?
- Concern about #4 – Listing all products & services in only one document.
 - Proposal does not state there needs to be a separate document. It can be part of a contract.
 - AG suggests it covers all items related to what you are asking the specific customer to buy.
- Why can a supplier charge a deposit? Item #7.
 - Application to SBO?
 - Not relevant to UCB/POR?
 - Might a Supplier need to cover supply acquisition?
- Item #10 – Clarify what starts the beginning of the 10-day rescind period.
- New Item #15 (from CUB) – “Green Products” disclosure.
 - How to market?
- CUB recommendation #10
 - Customer may rescind 10 days after receipt of switch letter or 20 days after 1st utility bill.
 - Note – after 1st bill it is technically a drop.
 - Done by RES?
 - Needs to be on-cycle.
- CUB #4 – Require charges be denoted as a price per kwh.
 - AG – Promote comparison shopping.
 - CUB’s concern make sure customer knows other charges will come from Delivery Company & taxes.
 - Enables apples-to-apples comparison.

Assignment

- Revise Item #2 to allow for change if customer agrees (signature). If customer doesn’t agree, can seek new supplier with no termination fees. (Sandy from PEPCO to supply language.)
- How does the utility know, RES 1 will assign to RES 2?
 - Contractually
 - DSARS
 - “Flip Flag”
 - Concern that NO customer letter will be issued if a DSAR used.
 - Do not send out enrollment letters when assignment to new RES occurs.
 - General concurrence this is an operational issue for each respective utility.
- What circumstances?
 - When RES is going out of business in IL?
 - When RES chooses to withdraw from a utility’s service territory &/or no longer serves a particular class of customer?

- (David Fein to supply language.)

Contract Renewals and Expirations

- CUB – add “no automatic” renewal clause.
- IL Statute – 30 day notice before renewal.
- Dominion & Integrys – separate sub-section for expirations & renewals.
- # 3 – Why doesn’t termination fee apply during contract expiration notice period?
- If customer has renewed, additional disclosure/renewal letter required?
 - Texas doesn’t require.
- Tie meter reading date.
 - Teresa from Integrys to provide language.
- MidAmerican – Concern about tying to June prices – 50 day advance period.

Dispute Resolution/Customer Complaint

- Direct Energy – Should C & I customer be able to file an ICC complaint?
- How are arbitration clauses used?
- Discussion on small commercial definition.
- Allow waiver in contract.
- Direct Energy – Revise language so that supplier does not have to notify utility if no adjustment is made on 3-way dispute resolution call.
- Dominion - Supplier initiates the adjustment.
- CPWG will be including a code for disputed charges.
- Clarify that ICC wants a separate email address for handling of complaints for each Supplier.
- Clarify (ii) Complaints to electric suppliers.
 - Suggest removing language about ways to file a complaint (i.e. “in person”).
 - Suggest “and/or” to file complaint with ICC and AG.

Customer Complaints

- Complaints to Commission
- Monthly reporting by RES
- What constitutes a complaint?
- Texas tracks complaints per supplier & then a ranking
 - Investigated by PUC.
 - Compare against industry-wide ratio.
- Monthly may be too frequent.
 - If no complaints, is filing necessary?

Next Workshop Dates

- March 25th and 26th, 2009.